Supreme Court, U.S.
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No. 88-973

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1988

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent

PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

SUPPLEMENTAL APPENDIX

DAVID V. MILLER
4th Floor, Permanent Sav. Bldg.
P. O. Box 1287
Evansville, Indiana 47706-1287
(812) 426-1231
Counsel of Record

ARTHUR D. RUTKOWSKI
4th Floor, Permanent Sav. Bldg.
P. O. Box 1287
Evansville, Indiana 47706-1287
(812) 426-1231
Counsel for Petitioner

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284 NLRB No. 98

UNITED STATES OF AMERICA

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

SOUTHERN INDIANA GAS &
ELECTRIC COMPANY

and Case No. 25-CA-18066

LOCAL UNION NO. 702,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, a/w
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
AFL-CIO-CLC

DECISION AND ORDER

On 9 January 1987 Administrative Law Judge Richard H. Beddow Jr. issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the

judge's rulings, findings, and conclusions and to adopt the recommended Order as modified.

We agree with the judge that Respondent violated Section 8(a)(5) of the Act by refusing to recognize the Union as the exclusive collective-bargaining representative of its employees in the expanded unit, including the "Globed"[1] disconnect/bill collector employees, and by refusing to bargain on that basis. We do not agree with the judge that the "Globed" employees come automatically under the terms of the existing collective-bargaining agreement. We note, as the Supreme Court found in H. K. Porter Co. v. NLRB, 397 U.S. 99, 102 (1970), that

> While the Board does have power . . . to require employers and employees to negotiate, it is without power to

1. Globe Machine & Stamping Co., 3 NLRB 294 (1937)

> compel a company or a union to agree to any substantive contractual provision of a collective-bargaining agreement.

In Federal-Mogul Corp., 209 NLRB 343 (1974), where, as here, an unrepresented group of employees voted to be represented as part of the existing unit, we found that the company and the union had an obligation to bargain over the working conditions of those employees as part of the already recognized unit. However, neither party was obligated to apply the terms of the existing collective-bargaining contract to the newly represented employees, as there had been no bargaining and agreement over the terms and conditions of their employment.

Thus, we hold that, although in future negotiations for a new contract the parties in such circumstances must bargain over the unit as a whole, initially either party is free to reject

immediate application of an existing contract to the newly represented employees and may bargain separately over their terms and conditions of employment. Therefore, and consistent with H. K. Porter, we will modify that part of the judge's remedy and recommended Order which requires application of any of the existing contracts to the newly represented employees.

Amended Conclusions of Law

Substitute the following for paragraphs 4 and 5.

"4. By failing and refusing to accept the disconnect/bill collector employees as part of the existing bargaining unit subsequent to the Regional Director's issuance of a Certification of Results of Election, and by failing and refusing to bargain collectively over terms of particular

applicability to these employees in good faith with the Union as the exclusive representative of the Respondent's employees in the appropriate unit, it has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act."

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Southern Indiana Gas & Electric Company, Evansville, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraphs 1(b) and (c) and reletter the subsequent paragraph.

"(b) Failing and refusing to bargain collectively with Local Union No. 702 over the terms and conditions of employment applicable to the disconnect/ bill collector employees, newly included in the unit."

2. Substitute the following for paragraphs 2(b) and (c) and reletter the subsequent paragraphs.

"(b) On request, bargain in good faith with the Union as the exclusive collective-bargaining representative of its employees in the unit found appropriate and, if an agreement is reached, embody it in a written and signed contract."

3. Substitute the attached notice for that of the administrative law judge.

Dated, Washington, D.C. 9 July 1987

Donald L. Dotson, Chairman

Wilford W. Johansen, Member

Mary Miller Cracraft, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the

National Labor Relations Board

An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to recognize our disconnect/bill collector employees as part of the existing unit of Local Union No. 702, International Brotherhood of Electrical Workers, AFL-CIO-CLC.

WE WILL NOT fail and refuse to bargain with the Union as the exclusive representative of the employees in the unit set forth below concerning terms and

conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize the union as the exclusive bargaining representative of our employees in the single unit set forth below:

> All production, transmission and distribution employees of the Employer, including all disconnect/bill collectors, at the Employer's Evansville, Indiana, facility; but excluding all office clerical employees, all professional employees, all guards and all supervisors as

defined in the Act, and all salaried office workers.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit.

SOUTHERN INDIANA GAS & ELECTRIC COMPANY
(Employer)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Minton-

Capehart Federal Building, Room 238, 575 North Pennyslvania Street, Indianapolis, Indiana 46204, Telephone 317-269-7413.

JD-3-87
Evansville, IN

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

SOUTHERN INDIANA GAS &
ELECTRIC COMPANY

and Case 25-CA-18,066

LOCAL UNION NO. 702,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, a/w
INTERNATIONAL BROTHERHOOD
OF ELECTRIC WORKERS,
AFL-CIO-CLC

J. Frederick Gatzke, Esq. of
Indianapolis, IN for the General Counsel.
David E. McNeely, of West Frankfort, IL,
for the Charging Party.
Arthur D. Rutkowski, Esq., of Evansville,
IN, for the Respondent.

DECISION

Statement of the Case

RICHARD H. BEDDOW, JR., Administrative Law Judge: This matter was heard in Evansville, Indiana, on 3 October 1986. Subsequently, briefs were filed by General Counsel and the Respondent.

The proceeding is based upon a charge filed 16 June 1986, by International Brotherhood of Electrical Workers, Local Union 702 AFL-CIO-CLC. The Regional Director's complaint dated 7 August 1986, alleges that Respondent, Southern Indiana Gas & Electric Company, of Evansville, Indiana, violated Section 8(a)(1) and (5) and 8(d) of the National Labor Relations Act by refusing to recognize and include certain employees as part of a bargaining unit under an existing collective bargaining agreement and failing and refusing to bargain in good faith with the Union.

Upon a review of the entire record in this case and from my observation of the witnesses and their demeanor, I make the following findings:

Findings of Fact

I. Jurisdiction

Respondent is engaged in the supplying of electricity and natural gas as a public utility. It has gross annual business in excess of $100,000 and it annually receives goods valued in excess of $50,000 from suppliers located outside of Indiana. It admits that at all times material it has been an employer engaged in operations affecting commerce within the meaning of Section 2(2)(6) and (7) of the Act. It also admits that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. The Alleged Unfair Labor Practices

On 18 October 1985, the Regional Director approved a Stipulation For Certification Upon Consent Election entered into by the Respondent and the Union, calling for an election among the

Respondent's Disconnect/Bill Collector employees on 8 November 1985. This stipulation describes "The Appropriate Voting Unit," with the word "Voting" typed in over the crossed out phrase "Collective Bargaining" and describes the unit in the same manner as the Notice for a Rerun Election set forth below. This election was set aside on 21 January 1986 and a Notice of a rerun Election for 21 February 1986 was issued.[1]*

As pertinent, the Notice for the rerun election states:

VOTING UNIT

> Those eligible to vote are all Disconnect/Bill Collectors at the Employer's Evansville, Indiana facility who appear on the payroll for the period ending SUNDAY, JANUARY 5, 1986;

---

* All footnotes appear at the end of the text of this Decision.

BUT EXCLUDING all office clerical employees, all professional employees, all guards and supervisors as defined in the Act, and all salaried office workers.

(If a majority of the employees in the voting group vote against representation they will be taken to have indicated their desire to remain unrepresented. If a majority vote for representation, they will be taken to have indicated their desire to be included in the existing unit of production, transmission and distribution employees currently represented by LOCAL UNION NO. 702, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO-CLC. In any event, a certification of results of the election will issue).

A majority of valid ballots were cast for representation and, on 3 March 1986, the Regional Director issued a Certification of Results of Election which states:

> "IT IS HEREBY CERTIFIED that the said organization may bargain for the employees in the above-named category as part of the group of employees which it currently represents."

On 26 March 1986, the Union and Respondent met and began negotiations. The Union stated it was there to negotiate terms specifically applicable to the Disconnect/Bill Collectors wage rate, uniforms, lay off and promotion schedule, and assignments to existing departments. The Company responded that it was there to negotiate a separate and distinct agreement for the collectors and stated that they would be a separate and distinct

bargaining unit. The Union responded that the Company's acceptance of this election process placed the two Disconnect/Bill Collectors in the existing unit of approximately 550 either employees but Respondent denied that they automatically went into the existing unit.

A second meeting was held on 11 April. At the Respondent's request, the Union presented a written proposal embracing the subjects noted above and a wage schedule the same as that for Meter Readers under the existing agreement. The Company repeated its position that the employees did not go into the agreement automatically and stated that the issue as far as these employees going into the existing unit, is subject to the bargaining process" and it continued to demand a separate collective-bargaining agreement to cover the two Disconnect/Bill Collectors employees.

Shortly after this second meeting, the Union business representative, told Respondent's Director of Industrial Relations, Rodney Penfield, that he could still not understand why the Respondent would not agree to include the two employees in the existing unit. Penfield indicated that he was willing to look at any documents the Union had bearing on the Respondent's obligation to include them in the unit. The Union then sent Penfield a letter, dated 18 April 1986, attaching the stipulation and the Election Certification as authority supporting the Union's contention that it had the right to bargain for the employees as part of the existing unit.

By certified letter of 20 May 1986, Penfield responded contending that the Director's Certification of Results did not certify that the Union represented the

Disconnect/Bill Collectors employees specifically as part of the existing unit, and that the Director merely said that the "Union may bargain for the employees". No further negotiation were held and, as noted, the Union filed a charge on 16 June.

III. Discussion

The General Counsel argues that the certification of the results of a self determination election, where the employees have designated a labor organization as their exclusive bargaining representative, automatically includes those employees in the existing unit and obligate the employer to apply to the newly represented employees, so far as practicable, its existing collective-bargaining agreement with the employee unit. Respondent, on the other hand, argues that a "Globe" election does not take the place of a Board finding with

reasons therefor that a new unit is appropriate and that the Regional Director never specifically found the Disconnect/ Bill Collectors to be an appropriate bargaining unit. It thus asserts that as the unit is not properly certified, the company cannot be found to have unlawfully refusal to bargain. It also contends that it cannot automatically cover a group of employees in an existing collective-bargaining agreement as this would compel the company to agree to a concession in contravention of 8(d) of the Act and that, in any event, there is no evidence that Respondent refused to negotiate about placing the new employees in the existing unit or refused to bargain over the terms of an agreement for these employees.

It is well settled that in the absence of special circumstances, a Respondent in

a Section 8(a)(5) proceeding is not entitled to relitigate issues that were or could have been litigated in a prior representation proceeding, see Baldwin League, 281 NLRB No. 134 (1986), citing Pittsburgh Glass Co. v. NLRB, 313 U.S. 146 (1941).

The Respondent does not offer to show special circumstances or to adduce evidence showing some separate community of interest that could warrant separate unit representation and, otherwise, there is no evidence of record and no applicable presumption that might justify the recognition of separate units. Here, there is no indication that the Regional Director failed to make an appropriate finding on the composition of the unit. It appears that if the question had been raised, the Disconnect/Bill Collectors

employees would be found to be similar to Respondent meter reader employees and it appears that under circumstances where there is an existing plant (not craft), unit involved, it is obvious that a separate unit for two employees would not be appropriate, see Hall's Super Duper, 281 NLRB No. 150 (1986), and under these circumstances, I also find Respondent's reliance upon the dictim in the dissent in Libbey-Owens Ford, 202 NLRB 29, at page 31, to be inapposite to the present situation.

Here, the election certification identifies the Disconnect/Bill Collectors as the category of employees which has designated the Union as their representative, however, the Director then specifically certifies that the Union: may bargain for the employees in the above-named category as part of the group of

employees which it currently represents (emphasis supplied). It is abundantly clear from this specific language as well as the references at numerous earlier stages of the election proceeding to inclusion of these employees in the existing unit (see the description of the voting unit in the Notice for the rerun election and the stipulation set forth and referred to above), that the logical and unambiguous intent and meaning of the entire election process was to allow a new group of employees to become part of the existing represented group.

In connection with that portion of the certification reading "may bargain" it also is clear that to the extent the phrase can be considered to be merely permissive language, the phrase applies only to the Union (which must first request an employer to bargain to initiate

any corresponding obligation to bargain) and in no manner can it be considered to allow or imply that the employer has some choice whereby it may refuse to meet its mandatory duty to bargain.

The record here shows that in two meetings in March and April Respondent twice adamantly insisted that the Union first had to bargain over whether the Disconnect/Bill Collectors should go into the existing unit and it further demanded that a separate and distinct collective-bargaining agreement be negotiated. This was followed by a May letter in which Respondent set forth a "formal statement" which reiterated its position while seizing upon the language of the Certification that said that the "Union may bargain for the employee" and said it was willing to negotiate a separate agreement but that "we will not" reopen

the existing agreement or, in effect, cover the Disconnect/Bill Collectors under the existing unit and agreement. No offer was made to continue any bargaining except on its terms and, accordingly, I find that there is sufficient evidence to support a finding that Respondent has refused to negotiate or bargain with the Union as the exclusive representative of the employees in the approved bargaining unit. Under these circumstances, I find that Respondent has arbitrarily and capriciously elected to delay or avoid recognition of its employees choice to be included in an existing bargaining unit and I concluded that its conduct constitutes an unlawful refusal to bargain in violation of Sections 8(a)(5) and (1) and 8(d) of the Act, as alleged, see UGI Corporation, 276 NLRB No. 131 (1985) and American Printers, 275 NLRB No. 208 (1985).

IV. Conclusion of Law

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Since the issuance of a Certification of Results of Election on 3 March 1986, the unit set forth herein constitutes a single bargaining unit, inclusive of Respondent's Disconnect/Bill Collectors employees, appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. At all times material herein, Local Union No. 702 has been the exclusive collective-bargaining representative of the employee in the expanded, single unit which is:

> All production, transmission and distribution employees of the Respondent, including all Disconnect/Bill Collectors, at the

Respondent's Evansville, Indiana, facility; but excluding all office clerical employees, all professional employees, all guards and all supervisors as defined in the Act, and all salaried office workers.

4. By failing and refusing to accept the Disconnect/Bill Collector employees as part of the existing bargaining unit subsequent to the Regional Director's issuance of a Certification of Results of Election, and demanding that these employees be in a separate unit, Respondent has violated Section 8(a)(5) and (1) and 8(d) of the Act.

5. By failing and refusing since 26 March 1986 to recognize apply appropriate terms of its existing collective-bargaining agreement to its Disconnect/Bill Collectors employees and

by failing and refusing to recognize and to bargain collectively over terms of particular applicability to these employees in good faith with the Union as the exclusive representative of Respondent's employees in the unit described herein, it has engaged, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) and (1) and 8(d) of the Act.

The Remedy

Having found that Respondent has engaged in and is engaging in unfair labor practices, I find it necessary that it be ordered to cease and desist therefrom, and to recognize the Disconnect/Bill Collectors employees as part of the existing unit, subject to its mutually applicable terms and, upon request, bargain collectively with the Union, with respect to terms of

particular applicability to these employees.

In addition, it appears that since 26 March 1986 Respondent's Disconnect/Bill Collectors employees may have been deprived of contractual benefits common to all other unit employees as a result of Respondent's arbitrary and capricious failure and refusal to include them within the general terms of the existing agreement and its failure to bargain over specifically applicable terms of employment and, accordingly, it shall be required to give retroactive effect to all terms, including those subsequently negotiated with respect to specifically applicable terms, including wages, and make these employees whole for any such loss suffered as a result of Respondent's illegal practices in accordance with F.W. Woolworth Company, 90 NLRB 289 (1950),

plus interest as computed in Florida Steel Corporation, 231 NLRB 651 (1977).

As part of the relief sought, the General Counsel also seeks imposition of a so called "visitorial clause" whereby the Board would be authorized to engaged in certain discovery activities in order to monitor compliance. Although the imposition of such a provision recently has become a common practice, there is no showing that it is of particular applicability or usefulness in dealing with the type of unfair labor practice involved in this proceeding. Accordingly, the request is denied and no visitorial clause will be imposed as part of the order herein.

Upon the foregoing findings of fact and conclusions of law, upon the entire record in this case, and pursuant to

Section 10(c) of the Act, I hereby issue the following recommended:[2]

ORDER

Respondent Southern Indiana Gas & Electric Company, its agents, successors and assign, shall, jointly and severally:

1. Cease and desist from:

(a) Failing and refusing to recognize its Disconnect/Bill Collector employees as part of the existing unit of Local Union No. 702 International Brotherhood of Electrical Workers AFL-CIO-CLC.

(b) Failing and refusing to apply the general terms of its current collective-bargaining agreement with Local Union No. 702 to the Disconnect/Bill Collector employees in all areas where that agreement applies equally and uniformly to all unit employees.

(c) Failing and refusing to bargain collectively with Local Union No. 702 over

such terms of the current bargaining agreement that do not apply equally and uniformly to all unit employees, as most particularly applicable to the Disconnect/ Bill Collector employees, newly included in the unit.

(d) In any like or related manner interfering with, restraining or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action to remedy the violations found herein and to effectuate the policies of the Act.

(a) Recognize Local Union No. 702 International Brotherhood of Electrical Workers AFL-CIO-CLC as the exclusive bargaining representative of its employees in the following single unit:

All production, transmission and distribution employees of the

Respondent, including all Disconnect/Bill Collectors, at the Respondent's Evansville, Indiana, facility; but excluding all office clerical employees, all professional employees, all guards and all supervisors as defined in the Act, and all salaried office workers.

(b) Retroactively apply the general terms of its current collective-bargaining agreement with Local Union No. 702 to the Disconnect/Bill Collectors employees not previously included in the unit, in all areas where the agreement applies equally and uniformly to all unit employees.

(c) Upon request, bargain in good faith with the above-named Union as the exclusive collective-bargaining representative of its employees in the unit found appropriate herein respecting

such terms of the current bargaining agreement that otherwise do not apply equally and uniformly to all unit employees with specific application to the Disconnect/Bill Collectors recently added to the unit, and, if an agreement is reached, embody it in a written and signed contract, and make these employees whole for any losses incurred as a result of the illegal practices in the manner specified in the section above entitled "Remedy".

(d) Post at its Evansville, Indiana, plant copies of the attached notice marked "appendix."[3] Copies of said notice, on forms provided by the Regional Director for Region 25, after being duly signed by Respondent's authorized representative, shall be posted immediately upon receipt thereof in conspicuous places, including all places where notices to employees are customarily posted, and be maintained in

all such places for 60 consecutive days thereafter. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 25 in writing, within 28 days from the date of this Order, what steps Respondent has taken to comply herewith.

Dated, Washington, D.C. 9 January 1987.

/s/ Richard H. Beddow Jr.
Richard H. Beddow Jr.
Administrative Law Judge

Footnotes

1. The General Counsel requests notice to be taken of the proceedings in Case No. 25-RC-8249 and moves to substitute an attached Notice to Employees for that Notice currently in the record as (G.C. 5), thus conforming the record to the intent of the parties. He further represents the (G.C. 5) inadvertently reflects the prior notice for the initial 1985 election. While copies given to the parties may have been the earlier dated document, the official record contains the Notice for 1986 as GC-5, therefore no substitution is necessary.

Additionally, the General Counsel ask that notice be taken of the Stipulation To Set Aside Election and Stipulation For Conducting rerun Election (also attached to his

motion), in which the parties agreed that all procedures subsequent to the conclusion of the counting of the ballots in the rerun election would be governed by the terms and provisions of the original Stipulation For Certification Upon Consent Election (G.C. 4). Accordingly, Counsel for the General Counsel seeks a finding that the Certification Of Results for rerun election are based on the results of the election conducted on 21 February 1985 and moves to amend paragraph 5(c) of the complaint herein to allege a 21 February 1986 self determination election, rather than one of November 8, 1985.

I find that good cause is shown for the granting of the relief requested and official notice is taken of the "record" in the representation

proceedings, see Frontier Hotel, 265 NLRB 343 (1982), and the appendices submitted by General Counsel. The corresponding motion to amend the complaint to reflect the appropriate date is also granted.

2. If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

3. If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall

read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the

National Labor Relations Board

An Agency of the United States Government

The National Labor Relations Board has found that we have violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights:

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail to nor refuse to recognize our Disconnect/Bill Collector employees as part of the existing unit of Local Union No. 702 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO-CLC.

WE WILL NOT fail to nor refuse to apply the terms of our current collective-bargaining agreement with Local Union No. 702 to the Disconnect/Bill Collectors employees in all areas where that agreement applies equally and uniformly to all unit employees.

WE WILL NOT FAIL to nor refuse to bargain-collectively with Local Union No. 702 over such terms of the current bargaining agreement that do not apply equally and uniformly to all unit employees, as most particularly applicable

to the Disconnect/Bill Collector employees, newly included in the unit.

WE WILL recognize Local Union No. 702 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO-CLC as the exclusive bargaining representative of our employees in the single unit as set forth in the Order of the Administrative Law Judge Decision.

WE WILL retroactively apply the terms of the agreement and make the employees whole for any losses they incurred as a result of the unlawful actions.

SOUTHERN INDIANA GAS & ELECTRIC COMPANY
(Employer)

Dated_____ By_____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office: Minton-Capehart Federal Building, Room 238, 575 North Pennsylvania Street, Indianapolis, IN 46204, Telephone 317-331-7413.